MSN™ INTERNET ACCESS MEMBER AGREEMENT

MSN Internet Access (hereinafter "MSN") is an internet access service provided by The Microsoft Network, L.L.C. through Microsoft Corporation (collectively "Microsoft"), subject to the terms and conditions of this MSN Internet Access Member Agreement ("Agreement"). This Agreement constitutes the entire agreement between you (hereinafter "you" or "Member") and Microsoft with respect to MSN. MICROSOFT RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE IN THE "MSN MEMBER SERVICES" AREA TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF MSN AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES. This Agreement takes effect on the date on which you accept this Agreement and continues until your MSN membership is terminated either by you or by Microsoft.

For information regarding your privacy and MSN, please see the MSN Internet Access Privacy Statement. We encourage you to periodically review this statement, as it is updated on a regular basis.

When you obtain an MSN Internet Access account, you will automatically be provided with a Microsoft Passport account. Please visit www.passport.com to learn more about Microsoft Passport, its privacy commitment, and the use of your information if you chose to use your Microsoft Passport account.

1. Essentials of Your Membership. You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use MSN in accordance with this Agreement. You may terminate your MSN membership at any time, with or without cause, upon notice to Microsoft as specified in the Member Services area online; provided that you are responsible for all charges, which have been submitted, prior to your notice of termination. If you are participating in any trial period offer, you must terminate your membership prior to the end of the applicable trial period in order to avoid incurring service charges. Microsoft may terminate or suspend your MSN membership at any time, with or without cause, with or without notice. Your MSN membership is personal to you, you agree not to assign, transfer, or sublicense your rights as a member unless specifically allowed by this Agreement. You may allow other members of your household (including minors) to use your MSN account, provided that you agree to pay all charges that they incur and to be responsible for all other aspects of their usage, which includes any roaming charges and telecommunication charges for connecting to MSN such as long distance charges. You acknowledge that you are aware that some areas of MSN and the Internet may contain material that is unsuitable for minors, and you agree to supervise usage by minors whom you permit to use your MSN account. You acknowledge and agree that the party being billed for your MSN membership (that is, the party who is responsible for the credit card or other account associated with your account) has the right to terminate the account at any time and to request and receive usage information related to such account.

2. MSN Usage.

2.1 As a condition of your use of MSN, you warrant to Microsoft that you will not use MSN for any purpose that is unlawful or prohibited by these terms, conditions, and notices. MSN is provided to individuals only and for personal use only. You agree to use MSN only to send and receive personal messages. Any unauthorized commercial use of MSN, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws and regulations. You are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through MSN. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software or services obtained from or through MSN.

2.2 You agree not to do any of the following while being connected to MSN:

- Use MSN or any of its related services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming, or any duplicative or unsolicited messages to parties with whom you have no prior relationship (commercial or otherwise).
- Send unsolicited e-mail or instant messages through third-party mail servers to relay your message or hide the origination of your message or any other message to others.
- Use your e-mail account in the text of unsolicited email messages or Web sites as an address to which members or other Internet users can respond.
- Mass-post, cross-post, or post off-topic messages to any newsgroup or bulletin board service.
- Use simultaneous, unattended, or continuous connections to MSN with one account.
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
- Use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not an MSN member any directory of MSN members, or any other user or usage information or any portion of any of them.
- Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto and have the legal right to do so or have received all necessary consents.
- Interfere with or disrupt networks connected to MSN or violate the regulations, policies, or procedures of such networks.
- Attempt to gain unauthorized access to MSN, other MSN accounts, or computer systems or networks connected to MSN, through password mining or by any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States.
- Interfere with another member's use and enjoyment of MSN or another individual's or entity's use and enjoyment of similar services.
- View, intercept, or attempt to intercept e-mail or other private communications not intended for you.
- Violate any posted guidelines or codes relating to the use of MSN.

Without limiting any of Microsoft's rights to terminate your MSN membership as described elsewhere in this Agreement, Microsoft may terminate your MSN membership for violation of any of the foregoing rules without notification.

2.3 Microsoft has no obligation to monitor any member's use of MSN or retain the content of any user session. However, Microsoft reserves the right at all times and without notice to delete any content and to monitor, review, retain and/or disclose any content or other information in Microsoft's possession, however obtained, about or related to you, your use of MSN or otherwise as necessary or useful to satisfy any applicable law, regulation, legal process, or governmental request.

2.4 When using MSN you are subject to all the rules specified by the services and Web sites you visit., This includes other MSN-branded services and Web sites as well as services and Web sites operated by third parties. If another party reports that you have violated their rules, you agree that Microsoft may take appropriate action just as if you had violated this Agreement.

2.5 You must promptly notify Microsoft if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your MSN Member Identification, user name, or password.

3. Charges and Billing.

3.1 You agree to pay all charges for your use of MSN at the prices then in effect including any charges for optional and premium services (e.g. DSL service, ISDN service, etc.). Certain MSN promotions or plans may require termination or cancellation charges. You agree to pay all such termination or cancellation charges as specified in the materials describing such promotions and plans. All MSN charges are exclusive of sales or other taxes. MSN charges, if applicable, will be subject to sales or other taxes as appropriate. Microsoft reserves the right to modify or terminate membership plans, change prices, or institute new charges for MSN at any time with at least thirty (30) days' notice to Members. You may terminate your membership, as specified in the Member Services area. However you are responsible for all charges submitted prior to the termination of your account.

3.2 It is possible the access number you program your modem to use to connect to MSN may be a telephone number that results in additional or long distance charges being billed to you by a third party even if such number was presented by MSN as an appropriate access number for your area. **You are solely responsible for determining whether the access number you are using is subject to any additional charges. It is your responsibility to contact your telephone company to determine whether the access number you select is subject to additional charges**. **You agree to pay any charges you incur by using a long distance telephone number to connect to MSN, including those that may be billed to you by a third party. Microsoft will not reimburse you for any charges incurred by you as a result of selecting an access number that is subject to additional and/or long distance charges.**

3.3 You also agree to pay any additional MSN charges that you incur if you connect to MSN through an MSN telephone number while you are in a country that is not the country associated with your MSN account (hereinafter referred to as "Roaming Charges"). Roaming Charges are in addition to any long distance telephone charges you may incur when accessing MSN from another country. Please check the FAQ in the Member Services area online to view the current rates for MSN Roaming Charges.

3.4 All periodic charges (that is, monthly, quarterly, annually, and so forth) or charges for prepaid plans are to be paid in advance, or at the time billed by MSN, as specified for the MSN plan you elect and are non-refundable. You agree to pay for all optional and premium services you elect to receive which are not included in your periodic charges or prepaid plan charges. You agree to pay all amounts due upon demand by Microsoft. Each time you use MSN, you agree and reaffirm that Microsoft is authorized to charge your account as specified by you (your "Designated Account"). You agree that Microsoft may (at its option) accumulate charges incurred and submit them as one or more aggregate charges and that Microsoft may delay obtaining authorization from your Designated Account issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your designated account issuer. You agree that if you want to see the components of accumulated charges, you will review your online statement. You agree to pay all costs incurred in the collection of any delinquent fees due under this Agreement or the enforcement of this Agreement, including attorney fees.

3.5You agree that Microsoft may submit charges for your use of connect time in excess of that provided as part of the MSN membership plan you select without further authorization from you until you provide prior notice that you are terminating this authorization or wish to change your MSN membership plan. Such notice will not affect charges submitted before Microsoft reasonably could act on your notice.

3.6 You must promptly notify Microsoft of changes to: (a) the account number, status, or expiration date of your Designated Account; and (b) your billing address.

3.7 YOU WILL INCUR ADDITIONAL CHARGES IF YOUR USAGE OF MSN EXCEEDS THE NUMBER OF HOURS COVERED BY YOUR APPLICABLE MEMBERSHIP. YOU MAY ALSO INCUR CHARGES LEVIED BY YOUR LOCAL OR LONG DISTANCE TELEPHONE COMPANY TO ACCESS MSN. MICROSOFT MAY CAUSE UPGRADED SOFTWARE TO BE DOWNLOADED AUTOMATICALLY TO YOUR COMPUTER, IN WHICH EVENT YOU WILL BE RESPONSIBLE FOR ALL RESULTING CHARGES INCLUDING, WITHOUT LIMITATION, CONNECT TIME CHARGES AND LOCAL OR LONG DISTANCE TELEPHONE CHARGES.

3.8 Microsoft will use reasonable commercial efforts to provide you with an online statement of charges; however, any failure of Microsoft to provide you with an online statement does not affect your responsibility to pay any incurred charges. Unless you notify Microsoft of any discrepancies or irregularities in any billing within one hundred and twenty (120) days after they first appear on your Designated Account statement, they will be deemed accepted by you for all purposes, including resolution of inquiries made by the issuer of your Designated Account. WITHOUT LIMITING ANYTHING ELSE IN THIS AGREEMENT, YOU RELEASE MICROSOFT FROM ANY AND ALL LIABILITY AND CLAIMS OF LOSS RESULTING FROM ANY ERROR OR DISCREPANCY THAT IS NOT REPORTED TO MICROSOFT WITHIN ONE HUNDRED AND TWENTY (120) DAYS OF ITS PUBLICATION DATE.

3.9 Without limiting anything else in this Agreement, Microsoft reserves the right to suspend or terminate your MSN membership without notice upon rejection of any charges or if your account issuer (or its agent or affiliate) seeks return of payments previously made to Microsoft when Microsoft in good faith believes you are liable for the charge. Such rights are

in addition to and not in lieu of any other legal rights or remedies available to Microsoft. You agree to pay a late charge to Microsoft on all amounts due but not timely paid. The late charge will be one and one-half percent (1 ½%) (which equals eighteen per cent (18%) per annum) on the total amount due but not paid; but if such rate is in excess of any allowable rate, the late charge will be the maximum rate allowed by law. The late charge will be imposed until all of the overdue amounts are paid, but no late charge will be charged on other late charges. Microsoft reserves the right to refer your MSN account to a third party for collection in the event of default.

3.10 MSN Members must contact MSN Customer Service directly to cancel their existing MSN accounts. You can obtain cancellation information by visiting the MSN Member Services area online.

4. Operation. Microsoft reserves complete and sole discretion with respect to the operation of MSN. Microsoft may, among other things: (a) take any action (legal and/or technical) that Microsoft deems appropriate to prevent bulk e-mail from entering or leaving any MSN e-mail account; (b) delete e-mail if it has not been accessed by you within a time established by Microsoft from time to time, in its sole discretion; (c) not process e-mail or instant messages due to space limitations; (d) subject to the MSN Internet Access Privacy Policy, make available to third parties information relating to MSN and Members; (e) automatically log off any accounts that are inactive for an extended period of time, as determined by Microsoft; and (f) withdraw, suspend, or discontinue any functionality or feature of MSN. You acknowledge and agree that Microsoft may automatically check the version of MSN software and components you are utilizing and may provide upgrades to such software that will be automatically downloaded to your computer. The amount of e-mail and instant message storage space per member may be limited, therefore some e-mail and instant messages may not be processed due to space constraints. You agree that Microsoft is not responsible or liable for the loss, deletion or failure to store or accept messages or other information. The use of any software that would prohibit MSN's automatic log off system or part thereof from performing as intended is prohibited.

5. Posting to MSN. Microsoft does not claim ownership of the materials you provide to Microsoft (including feedback and suggestions) or post, upload, input, or submit to any MSN Web Site or its associated services (hereinafter collectively called "Submission"). However, by posting, uploading, inputting, providing, or submitting your Submission, you are granting Microsoft, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. Microsoft is under no obligation to post or use any Submission you may provide and may remove any Submission at any time, in Microsoft's sole discretion. By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission, as described in this section including, without limitation, all the legal rights necessary for you to provide, post, upload, input, or submit the Submissions.

6. Links To Third Party Sites. THE LINKS INCLUDED WITHIN MSN AND/OR ITS RELATED WEB SITES MAY LET YOU LEAVE MSN AND VISIT NON-RELATED SITES ("LINKED SITES"). THE LINKED SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY

LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. MICROSOFT IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MICROSOFT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

7. Disclaimers/Limitation Of Liability.

You specifically agree that Microsoft shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through or using MSN. You specifically agree that Microsoft is not responsible or liable for any act or omission of any third party including but not limited to any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Microsoft is not responsible for any content sent using and/or included in MSN by you or any third party.

YOUR USE OF MSN AND ALL MSN SOFTWARE AND SERVICES IS AT YOUR OWN RISK. MICROSOFT, ITS RESELLERS, DISTRIBUTORS AND/OR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF MSN FOR ANY PURPOSE. MSN AND ALL RELATED SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MICROSOFT, ITS RESELLERS, DISTRIBUTORS AND/OR SUPPLIERS DO NOT WARRANT THAT ACCESS TO OR USE OF MSN WILL BE UNINTERRUPTED OR ERROR-FREE, THAT MEMBERS WILL BE ABLE TO ACCESS MSN AT ANY TIME OR IN ANY GEOGRAPHIC AREA, OR THAT MSN OR MSN SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. MICROSOFT, ITS RESELLERS, DISTRIBUTORS AND/OR SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO MSN AND ALL RELATED SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL MICROSOFT, ITS RESELLERS, DISTRIBUTORS AND/OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF MSN, ANY MSN SOFTWARE OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE MSN, ANY MSN SOFTWARE OR RELATED WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, LOST, DAMAGED, OR DESTROYED E-MAIL OR THE FAILURE TO DELIVER ANY E-MAIL, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH MSN, OR OTHERWISE ARISING OUT OF THE USE OF MSN, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MICROSOFT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF

DAMAGES. MICROSOFT'S LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO MICROSOFT FOR ACCESS TO AND USE OF MSN. YOU HEREBY RELEASE MICROSOFT FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF MSN, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO NOT SIGN UP FOR AN MSN ACCOUNT OR TO TERMINATE YOUR MSN ACCOUNT.

8. Indemnification. You agree to indemnify and hold Microsoft, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on MSN. Microsoft will notify you within a reasonable period of time of any claim for which Microsoft seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Microsoft's interests, as reasonably determined by Microsoft.

9. Notices; Consent. Notices given by Microsoft to you may be given by e-mail via MSN, by a general posting on MSN, or by conventional mail. Notices given by you to Microsoft must be given by e-mail via MSN and addressed as set forth in MSN's Member Services area, or by conventional mail. Notices to MSN by conventional mail must be sent to The Microsoft Network, L.L.C., Attention: Member Services, One Microsoft Way, Redmond, WA 98052-6399, USA.

10. No “Spam”; Damages.

Microsoft may immediately terminate any account that it determines, in its sole discretion, is transmitting or is otherwise connected with any “spam” or other unsolicited bulk e-mail. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated, you agree to pay Microsoft liquidated damages of five dollars (U.S. $5.00) for each piece of “spam” or unsolicited bulk e-mail transmitted from or otherwise connected with your account. Otherwise you agree to pay Microsoft's actual damages, to the extent such actual damages can be reasonably calculated. You agree that Microsoft may charge such damages to your Designated Account, your designated credit card or other account specified by you for payment of MSN charges.

11. General.

11.1 Except where prohibited by applicable law, this Agreement is governed by the laws of the State of Washington, USA, and you consent to the exclusive jurisdiction and venue of courts in King County, Washington for all disputes arising out of or relating to your use of MSN or your MSN membership. Use of MSN is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions including, without limitation, this paragraph.

11.2 You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and Microsoft as a result of your use of MSN or your MSN membership. You agree not to represent yourself to be a representative, agent, or employee of Microsoft, and that Microsoft will not be liable by reason of any representation, act or omission

to act by you.

11.3 Microsoft's performance under this Agreement is subject at all times to existing laws and legal process. Nothing contained in this Agreement is in derogation of Microsoft's right to comply with law enforcement requests or requirements relating to a Member's use of MSN or information provided to or gathered by Microsoft with respect to such use.

11.4 This Agreement constitutes the entire agreement between Microsoft and you with respect to your use of MSN and your MSN membership (excluding the use of any software which may be subject to an end-user license agreement), and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between Microsoft and you with respect to MSN.

11.5 Microsoft may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement.

11.6 A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Microsoft agree that any cause of action arising out of or related to MSN must commence within one (1) year after the cause of action arises; otherwise, such cause of action is permanently barred. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

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